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Held, that the criminal Statute of Limitations does not apply to contempt of court. *In re Gompers*, 39 Wash. L. R. 761 (D. C., Sup. Ct.). See NOTES, p. 375.

CONTRACTS — CONTRACTS UNDER SEAL — SUIT BY ONE NOT A PARTY TO CONTRACT. — The defendant agreed with the plaintiff's mother by a contract under seal to support her for life. On the defendant's failure to keep his agreement, the plaintiff was compelled to support his mother. *Held*, that the plaintiff cannot recover from the defendant on the contract. *Case v. Case*, 203 N. Y. 263, 96 N. E. 440.

The strict regard which the law has held for the form of instruments under seal has usually permitted only the parties themselves to such an instrument to enforce it. *Storer v. Gordon*, 3 M. & S. 308; *Chesterfield, etc. Colliery Co. v. Hawkins*, 3 H. & C. 677. A principal cannot enforce a contract under seal made for him by an agent unless clearly made in the principal's name. *Townsend v. Hubbard*, 4 Hill (N. Y.) 351. Cf. *Borcherling v. Katz*, 37 N. J. Eq. 150. In jurisdictions where importance is still attached to a seal, the beneficiary of a contract under seal made for the benefit of a third party cannot sue upon it. *Inhabitants of Farmington v. Hobert*, 74 Me. 416; *Cocks v. Varney*, 45 N. J. Eq. 72, 17 Atl. 108. Many jurisdictions, however, have been more liberal and have allowed the beneficiary of a contract under seal to sue thereon. *Coster v. Mayor, etc. of Albany*, 43 N. Y. 399; *Rogers v. Gosnell*, 51 Mo. 466. This is usually the case where the promisor's covenant is to assume a mortgage. *North Alabama Development Co. v. Orman*, 55 Fed. 18; *Central Trust Co. v. Berwind-White Coal Co.*, 95 Fed. 391. The plaintiff in the principal case should not be allowed to recover as a beneficiary, since apparently it was intended that he should only be incidentally benefited. *Durnherr v. Rau*, 135 N. Y. 219, 32 N. E. 49; *N. O. St. Joseph's Association v. Magnier*, 16 La. Ann. 338. But, it is submitted, the plaintiff had a quasi-contractual right of action for having discharged an obligation owed primarily by the defendant. *Rundell v. Beniley*, 53 Hun (N. Y.) 272, 6 N. Y. Supp. 609. See 24 HARV. L. REV. 583.

CONTRACTS — DEFENSES — INABILITY OF PLAINTIFF TO PERFORM — REPUDIATION ON INSUFFICIENT GROUND AS WAIVER OF GOOD EXCUSE. — A seller attempted to take advantage of the provision of an instalment contract giving the right of rescission in case of late payment. In a suit by the buyer, the jury found that this right was waived by repeatedly accepting overdue payments. *Held*, that the seller may not introduce evidence of the buyer's insolvency as a further excuse. *Honesdale Ice Co. v. Lake Lodore Improvement Co.*, 81 Atl. 306 (Pa.).

One defense should not be waived by advancing another consistent one. See WILLISTON, SALES, § 495. Thus, a servant's dismissal is justifiable if a valid excuse existed though at the time the master alleged groundless reasons. *Green v. Edgar*, 21 Hun (N. Y.) 414; *Boston Deep Sea Fishing and Ice Co. v. Ansell*, 39 Ch. D. 339. For the servant cannot show good service or excuse for not serving well. See 19 HARV. L. REV. 63. But a lien is lost if an invalid ground is advanced for non-delivery of the goods. *Boardman v. Sill*, 1 Camp. 410, note; *Witt v. Dersham*, 146 Mich. 68, 109 N. W. 25. And there can be no objection to a deed as insufficient or an offer to pay as not in legal tender, if refusal is based upon other reasons. *Keller v. Fisher*, 7 Ind. 718; *Beatty v. Miller*, 94 N. E. 897 (Ind.). If repudiation on an invalid ground justifies the assumption that the tender will be refused though an existing breach be healed, repudiation excuses non-completion. *Lathrop v. O'Brien*, 57 Minn. 175, 58 N. W. 987; *Braithwaite v. Foreign Hardwood Co.*, [1905] 2 K. B. 543. Cf. *Clegg v. Southern Ry. Co.*, 135 N. C. 148, 47 S. E. 667. But if the breach is incurable, repudiation cannot be the cause of the plaintiff's non-performance,